



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

that the mere retention of a right of entry, 8 Columbia Law Rev. 142; *Craig v. Summers* (1891) 47 Minn. 189, 49 N. W. 742; *contra*, *Essex Lunch v. Boston Lunch Co.* (1918) 229 Mass. 557, 118 N. E. 899; *Davis v. Vidal* (1912) 105 Tex. 444, 151 S. W. 290, or the reservation of rent at an increased rate, *Taylor v. Marshall* (1912) 255 Ill. 545, 99 N. E. 638; *contra*, *Dunlap v. Bullard* (1881) 131 Mass. 161, or the insertion of new conditions, see *Woodhull v. Rosenthal* (1875) 61 N. Y. 382, 391 *et seq.*; *Craig v. Summers*, *supra*, 191 *et seq.*, does not constitute a reversion sufficient to prevent privity of estate between the owner and the transferee of the lessee. Since nothing less than a portion of the term itself will amount to a reversion, *Weander v. Clausen Brewing Ass'n.* (1906) 42 Wash. 226, 84 Pac. 735, it follows that the instant case is well decided.

LANDLORD AND TENANT—HOLDING OVER—STATUTE OF FRAUDS.—The defendant, a lessee under a written lease for one year, continued to occupy the premises and pay rent after the expiration of the lease. The lessor, having given notice, sought to dispossess the defendant, claiming a tenancy from month to month had been created under New York Consol. Laws c. 50 (Laws of 1909 c. 52, amended Laws of 1918 c. 303) § 232, providing that an agreement for the occupation of real estate shall create a tenancy from month to month unless the duration is specified in writing. *Held*, the transaction was not within the statute and a tenancy from year to year was created. *Souhami v. Brownstone* (App. Div. 2nd Dept. 1919) 177 N. Y. Supp. 726.

It is well established that a lessor may elect to bring ejectment against a tenant who holds over, *Kuhn v. Smith* (1899) 125 Cal. 615, 58 Pac. 204; *Gladwell v. Holcomb* (1899) 60 Ohio St. 427, 54 N. E. 473; but *cf.* *Bowling v. Ewing* (1821) 10 Ky. *616, or to treat him as tenant for a new term. *Mason v. Wierengo's Estate* (1897) 113 Mich. 151, 71 N. W. 489; *Haynes v. Aldrich* (1892) 133 N. Y. 287, 31 N. E. 94; but see *Ibbs v. Richardson* (1839) 9 Ad. & E. 849. Where the original lease is for less than a year the new term is on the same conditions and of the same duration as the old one, unless agreed otherwise. *Bollenbacker v. Fritts* (1884) 98 Ind. 50; *Waterman v. LeSage* (1910) 146 Wis. 97, 124 N. W. 1041. If the original lease is for a year or more the tenancy created is from year to year. *Streit v. Fay* (1907) 230 Ill. 319, 82 N. E. 648. The English courts and some American jurisdictions hold that the implied contract for the new term may be rebutted by showing a lack of intention on the part of the lessee to hold over. *Gray v. Bompas* (1862) 103 E. C. L. *520; *Edwards v. Hale* (1864) 91 Mass. 462. But by the weight of authority in this country an obligation is imposed on the lessee regardless of his intent. *Conway v. Starkweather* (N. Y. 1845) 1 Denio 113; *Haynes v. Aldrich*, *supra*; *Mason v. Wierengo's Estate*, *supra*; *cf.* *Herter v. Mullin* (1899) 159 N. Y. 28, 53 N. E. 700. The statute under consideration, being a form of statute of frauds, *Berkowitz v. Iorizzo* (1919) 106 Misc. 489, 174 N. Y. Supp. 719, would be a good defense to agreements implied in fact, *Chase v. Second Ave. R. R.* (1884) 97 N. Y. 384 (*semble*), but not to obligations imposed by law. *Rayl v. Rayl* (1897) 58 Kan. 585, 50 Pac. 501; *Ray v. Honeycutt* (1896) 119 N. C. 510; 26 S. E. 127. Since in New York the obligation of the lessee is imposed by law, the statute in question would seem to have no effect in the instant case. But *cf.* *Withnell v. Petzold* (1891) 104 Mo. 409.